

**ATTACHMENT C**  
**RESTRICTIVE COVENANT**  
**TRIAD NORTHLAKE LLC, NORTAR, INC.**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(l)(f) and (g) and WAC 173-340-440 by Triad Northlake LLC, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter “Ecology”).

A remedial action (hereafter “Remedial Action”) occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents: 1) Prospective Purchaser Consent Decree, dated December, 1998 and 2) Cleanup Action Plan, dated December, 1998. These documents are on file at Ecology’s Northwest Regional Office (NWRO).

This Restrictive Covenant is required because the Remedial Action resulted in limited onsite isolation in an underground, secure vault of PCP contaminated soils greater than 8.33 mg/kg following the MTCA statistical guidance, and in accord with Ecology area of contamination and contained-in policies, as described in the RI/FS/CAP dated December, 1998.

The undersigned, Triad Northlake LLC, is the fee owner of real property (hereafter “Property”) in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as:

Lots 3, 4, 5, 6, 7, 8, 9 and 10, Block 75, Lake Union Addition to the City of Seattle, according to the Plat thereof recorded in Volume 1 of Plats, Page 238, records of King County, Washington.

Situate in the County of King, State of Washington.

Triad Northlake LLC makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. The Owner shall not alter, modify, or remove any impervious surfaces required by the Cleanup Action Plan in any manner that may result in the release or exposure to the environment of contaminated soil or create a new exposure pathway without prior written approval from Ecology. However, maintenance of impervious surfaces may be permitted without notice to Ecology so long as appropriate health and safety protocols are followed.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Unless authorized by the Cleanup Action Plan or this Restrictive Covenant, any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. Unless authorized by the Cleanup Action Plan, the Owner will not withdraw groundwater from the Property.

Section 5. Access shall be restricted to prevent activities which could threaten the integrity of the underground, secure vault described in the RI/FS/CAP dated December, 1998.

Section 6. The Owner of the property must give thirty-(30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

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Section 7. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 8. The Owner must notify and obtain written approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 9. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 10. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

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[NAME OF PROPERTY OWNER]

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[DATE SIGNED]

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STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as \_\_\_\_\_ of the City of Renton to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_